SUPREME COURT OF THE UNITED STATES.

No. 83.

JOSHUA MAURAN, PLAINTIFF IN ERROR,

vs.

EDWARD BULLUS.

IN ERROR TO THE CIRCUIT COURT UNITED STATES FOR THE DISTRICT OF RHODE ISLAND.

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S. D. Langtree, Print.

THE UNITED STATES OF AMERICA,
District of Rhode Island, to wit:

At a Circuit Court of the United States, for the first circuit, in and for the Rhode Island District, begun and holden at the city of Providence, on the sixteenth day of November, in the year of our Lord one thousand eight hundred and forty.

Present, the honorable Joseph Story, associate justice of the Supreme Court of the United States; the honorable John Pitman, judge of the Rhode Island district, Richard W. Greene, Esq., attorney; Bennington Anthony, marshal; John T. Pitman, clerk.

Among other were the following proceedings, to wit:

EDWARD BULLUS,
vs.
JOSHUA MAURAN.

Be it remembered, that heretofore, to wit, on the eighteenth day of May, in the year of our Lord one thousand eight hundred and forty, the said Edward Bullus, by Charles F. Tillinghast, his attorney, prosecuted and sued forth out of the circuit here, the writ of the United States of America, directed to the marshal of the Rhode Island district aforesaid, in the words and of the tenor following, to wit:

Writ.

RHODE ISLAND DISTRICT, *sc.*

The President of the United States of America, to the Marshal of said District, or to his Deputy, greeting:

We, command you to arrest the body of Joshua Mauran, of Providence, in said Rhode Island district, merchant, a citizen of the State of Rhode Island and Providence Plantations, if he may be found in your district, and for want of his body, to attach his goods and chattles, to the value of seven thousand dollars, and him and those in safe custody keep, to answer the complaint of Edward Bullus of the city and State of New York, a citizen of the State of New York, at the next circuit court, to be holden at Newport, within and for the Rhode Island district on the fifteenth day of June next, ensuing the date hereof, in an action of the case for that the defendant has not kept his promises made to the plaintiff, as by the declaration to be filed in court will be fully set forth, to the damage of the plaintiff seven thousand dollars. Hereof fail not, and make true return of this writ, with your doings thereon.

Witness the honorable Roger B. Taney, our chief justice,
[L. S.] at said Newport, this 18th day of May A. D. 1840.
JOHN T. PITMAN, *Clerk.*

Surety for costs, Charles F. Tillinghast, plaintiff's attorney.
[REC. LXXXIII. J. T. 1841.]—1

Charles F. Tillinghast, maketh oath, that to the best of his knowledge and belief, the within named defendant is indebted to the plaintiff in the sum of five thousand four hundred and three dollars and seventy-two cents, with interest thereon.

CHARLES F. TILLINGHAST.

RHODE ISLAND DISTRICT, *sc.*
Clerk's Office Circuit Court, at Providence, May 18, 1840.

Sworn to by said Charles F. Tillinghast, according to the best of his knowledge and belief.

JOHN T. PITMAN, *Clerk.*

And on the same eighteenth day of May, in the year of our Lord one thousand eight hundred and forty, Bennington Anthony, Esq., marshal, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here, thus endorsed, to wit:

Marshal's Return.

Suchet Mauran, 2d.

UNITED STATES OF AMERICA,
Rhode Island District, sc.

May 18th, 1840. Arrested the body of the within named defendant, and have accepted of Suchet Mauran, 2d, as his bail, as commanded.

B. ANTHONY, *U. S. Marshal.*

Service and bail	$2 50
Copy -	50
	3 00
	$6 00

And the aforesaid Edward Bullus, by his attorney, Charles F. Tillinghast, afterwards, to wit, at the June term of said court, 1840, declared against the said Joshua Mauran, in the plea aforesaid, in form following, to wit:

Declaration.

RHODE ISLAND DISTRICT, *sc.*
Circuit Court of the United States, June term, A. D. 1840.

Edward Bullus, of the city and State of New York, a citizen of the State of New York, complains of Joshua Mauran, of Providence, in said Rhode Island district, merchant, a citizen of the State of Rhode Island and Providence Plantations, in the custody of the

marshal, in an action of the case. For that the defendant at Providence, in said Rhode Island district, on the 9th day of September, 1836, in consideration that the plaintiff would at the request of the defendant form a connection in mercantile business in the city of New York, with Joshua Mauran, Jr., the son of the defendant, under the firm of Mauran & Bullus, by his contract or memorandum in writing of that date, by him signed, promised the plaintiff that he the defendant would bear him harmless in regard to the closing up and settlement of the business of the said Joshua Mauran, Jr., which he the said Joshua Mauran, Jr., had been and then was prosecuting in said city of New York, and that he the defendant would guarantee the plaintiff from any loss or liability which he might sustain from the said former business of the said Joshua Mauran, Jr.

And the plaintiff avers, that relying upon the said promise of the defendant, he did on the day and year aforesaid, form a connection in mercantile business and become a partner with the said Joshua Mauran, Jr., in said city of New York, under the name and firm of Mauran & Bullus, and continued so connected with him from said day, until the sixteenth day of November, A. D. 1839; and that he the plaintiff has sustained great loss from the former business of the said Joshua Mauran, Jr., to wit, a loss of the sum of seven thousand dollars, of which the defendant had due notice, and thereby became liable to the plaintiff, to pay him the said sum of money with the interest thereof. Yet the defendant not regarding his said contract, hath not yet repaid to the said plaintiff the said sum of seven thousand dollars, nor any part thereof, nor in any manner indemnified him or borne him harmless, on account of his having paid the same, although often requested so to do, but hath hitherto refused and still does refuse so to do.

And also, for that the defendant at said Providence, on the 9th day of September, A. D. 1836, in consideration that the plaintiff would at the special instance and request of the defendant form a connexion in the mercantile business in the said city of New York, with Joshua Mauran, Jr., the son of the defendant, under the firm of Mauran & Bullus, then and there promised the plaintiff, that he the defendant would bear him the plaintiff harmless in regard to the closing up and settlement of the former business which the said Joshua Mauran, Jr., had been and then was prosecuting on his own account, in said city of New York, and that he the defendant would guarantee him the plaintiff from any loss or liability which he the plaintiff might sustain from the said former business of the said Joshua Mauran, Jr.

And the plaintiff avers, that relying upon the said promise of the defendant, he did on the day and year aforesaid, form a connexion in the mercantile business with the said Joshua Mauran, Jr., in said city of New York, under the firm of Mauran & Bullus, and that the said defendant has not kept him the plaintiff harmless and indemnified in regard to the closing up and settlement of the said former

business of him the said Joshua Mauran, Jr., but on the contrary thereof, upon the closing up of the said former business of the said Joshua Mauran, Jr., the property of him the said Joshua Mauran, Jr., was not sufficient to pay and discharge the debts and liabilities of him the said Joshua Mauran, Jr., arising out of the said former business of him the said Joshua Mauran, Jr. and he the plaintiff was thereupon obliged to advance and pay, and has advanced and paid, for and on account of the said former business of said Joshua Mauran, Jr., a large sum of money, to wit, the sum of seven thousand dollars, of which the defendant had notice.

Yet the defendant not regarding his said contract, hath not repaid to the said plaintiff the said sum of seven thousand dollars, or any part thereof, nor in any manner indemnified him the plaintiff on account of having paid the same, but though often requested ever has and still does refuse so to do.

And also, for that the defendant at said Providence, on the 18th day of May, A. D. 1840, being justly indebted to the plaintiff, in one other sum of seven thousand dollars, for so much money before that time had and received to the use of the plaintiff, and also for so much money before that time paid, laid out and expended to and for the defendant at his instance and request, and also for so much money before that time lent and advanced to the defendant by the plaintiff, then and there in consideration thereof promised the plaintiff to pay him said sums of money on request, the which sums though often requested, the defendant hath hitherto refused and still doth refuse to pay the same, to the plaintiff's damage seven thousand dollars, as laid in his writ dated the 18th of May, A. D. 1840. Wherefore, he sues by his attorney.

CHARLES F. TILLINGHAST.

And afterwards, to wit, at said June term, 1840, came the said Joshua Mauran, and by his attorneys Whipple and Rivers, made his plea in form and words following, to wit:

Plea.

And the defendant comes into court, and defends the wrong and injury when, &c., and says he never promised in manner and form as is declared against him, and of this he puts, &c., by

WHIPPLE AND RIVERS, *his Attorneys.*

And the plaintiff, to said plea, made the following replication, by his attorney, Charles F. Tillinghast.

Replication.

And the plaintiff does the like, by Charles F. Tillinghast, his attorney.

And issue being joined, the case is continued unto the present term, and is now called for trial, and committed to the following jury:

Harvey Smith, Arnold Smith, George F. Spicer, Jabez Heath, John L. Snow, Alfred Briggs, Thomas G. Fry, Thomas J. Johnson, Nathaniel Angell, Rufus Smith, Remington Straight, Clarke Dalrymple, who return the following verdict.

Verdict.

The jury find that the defendant promised in manner and form as the plaintiff has declared, and assess damages for the plaintiff in the sum of three thousand seven hundred and sixty-four dollars and twenty-five cents.

HENRY SMITH,
Foreman.

Judgment.

Which verdict being affirmed by the jury and accepted by the court, therefore it is considered by the court here that the plaintiff have and recover of the defendant the sum of three thousand seven hundred and sixty-four dollars and twenty-five cents. Debt and costs of suit taxed at dollars cents, amounting in all to the sum of dollars and cents.

Defendant's Bill of Exceptions.

EDWARD BULLUS
vs.
JOSHUA MAURAN.

CIRCUIT COURT OF THE UNITED STATES,
For Rhode Island District, November Term, 1840.

Be it remembered, that at the November term of the circuit court, holden at Providence, within and for the Rhode Island district, the said Edward Bullus, by his attorneys, came into court and impleaded the said Joshua Mauran in an action or plea of the case, in manner as set forth in the annexed record; and after issue joined in said case as aforesaid, and a jury impannelled therein, at the trial thereof, the said plaintiff, in support of his writ and declaration, produced the aforesaid letter of guaranty, declared upon as aforesaid, dated the 9th day of September, A. D. 1836, and copy of which, marked A, is hereunto annexed.

The plaintiff also produced, and read in evidence, the articles of copartnership between the plaintiff and Joshua Mauran, junior, son of the defendant, dated the 8th day of September, 1836, a copy of which articles are hereunto annexed, marked B. Siad plaintff

also produced, and read in evidence, the deposition of Benjamin W. Bonney, a copy of which is hereto annexed, marked C. Said plaintiff also produced, and read in evidence, a certain account against the old concern of Joshua Mauran, junior, with the said firm of Mauran and Bullus, whereby there appears to be due from the said Joshua Mauran, junior's, old concern, to the said firm of Mauran & Bullus, the sum of five thousand four hundred and three dollars and seventy-five cents, a copy of which account is hereto annexed, marked D.

The plaintiff then called, as a witness on his behalf, the said Joshua Mauran, junior, who, after having being duly sworn, testified, upon his direct examination, that he was the partner of the said Edward Bullus from the date of said articles of copartnership until the failure of said firm in August, A. D. 1839; that the said Bullus paid into said firm, in cash, the sum of , as stated in said account, marked E, and as covenanted in said articles of copartnership; and that the said witness was unable to pay, and did not pay, into said firm any thing. That at the time of forming said copartnership, his father, the defendant, was in said city of New York, and had conversation with him (the witness) upon the terms thereof; that he (the witness) shewed to his father the articles, or the minutes from which the articles were drawn, and is satisfied that the terms and conditions of said articles were fully known to him. Said witness also swore that his father never, to his knowledge, had any notice that Mauran & Bullus were to settle up the business of the old concern, or to advance monies for the payment of the debts of said old concern.

Said witness also testified, under his direct examination, that the two sums of three thousand and seventy-four dollars and forty-five cents, and thirty-nine hundred dollars credited the old concern of Joshua Mauran, junior, in said account of Mauran & Bullus, were loans to him, the witness, in anticipation of his assets in his old business.

Said witness also swore that the sum of three thousand dollars, credited in said account under date of the 31st March, 1837, was a loan from said Joshua Mauran, the defendant, to Mauran & Bullus, and was paid back in about fourteen days after its receipt, although the said Bullus objected to such repayment.

Upon his cross-examination the said Joshua Mauran, jr., testified that after the completion of the said articles of copartnership, he delivered to his father a paper drawn by the attorney who drew the articles, for his father's signature, and that his said father did not sign said paper, but, after his return to Providence, sent the letter of guaranty of the 9th of September, 1836, as a substitute for it. The said Joshua further swore that many of the debts due from the old concern of J. Mauran, jr., became due before sufficient funds from the property of said old concern had been realized to meet them, and that therefore the funds of Mauran & Bullus were taken to pay them; and that this was a different mode of settlement from the

one originally contemplated by Mauran & Bullus; and that it was not, to the knowledge of the witness, known to the defendant; and that one of the inducements for this advance by Mauran & Bullus, was to employ their idle funds, or to put them at interest, they having at that time no debts which required them.

Upon the renewal of his direct examination, the said J. Mauran jr., further swore, that he made the first two entries in the journal against J. Mauran jr's. old concern. Two of the first entries of that account were also in the private books of the witness, for so much received from Mauran and Bullus. Witness further swore, that he did not know that his father knew that the old concern was indebted to Mauran and Bullus, but his father had asked him from time to time, what the deficiency of the old concern was or would amount to. The witness thinks that he may have written to his father what the balance was.

He enquired of witness sometime since what was the deficiency, and witness told him five thousand four hundred dollars. Witness further testified, that he thought that his father had asked him whether the money he had loaned him had been applied to the debts of the witness.

Said witness further swore that the firm made these advances because it was convenient, the firm having the money on hand. That this was a change from the original intent.

The said witness further stated, that the account headed, "Dr., Mr. Joshua Mauran jr's. stock account in account current with Messrs. Mauran and Bullus," is a true acconnt from the books of the said Mauran and Bullus; that that the entries therein, were by the knowledge and agency of both the said co-partners, and that the items of credit in said account amounting to the sum or twelve thousand four hundred eighteen dollars and ninety-five cents, a copy of which is hereto annexed, marked F, consisted of debts due to the old concern of Joshua Mauran, jr., which debts at the time of crediting them in the stock account of the said Joshua Mauran, jr., were all, but that of George Bricklin, considered as bad debts, which one, though released, the debtor was bound in honor to pay. The said Joshua further testified, that he considered that something might be realized out of said debts.

The said witness further testified, that the said Mauran and Bullus, on or about the day of August, A. D. 1839, stopped payment, and on the day of A. D. 1839, assigned all their property and estate to William H. Robinson, and included said debts formerly due to the said Joshua Mauran, junr's. old concern in said assignment, as the property of the said Mauran & Bullus; and that the said Robinson as the assignee of the said Mauran and Bullus, now holds the same, a copy of which assignment marked G, is hereto annexed.

The said witness further testified, that the account a copy of which hereto annexed, marked H, headed, "Dr., Messrs. Mauran

and Bullus, in account with Barque Cyrus Butler & owners credit," is a true account from the books of the said Mauran & Bullus.

Also that the account hereto annexed, headed "Drs., Messrs. Mauran and Bullus, in account current with Joshua Mauran, Cr.," marked I, is a true account from the books of the said Mauran and Bullus. Also that the account hereto annexed, marked J, and headed, "Dr., Barque Cyrus Butler and owners, in account current with Mauran and Bullus, Cr.," is a true account from the books of the said Mauran and Bullus.

Also that the account hereto annexed, marked K, and headed "Dr., Mr. J. Mauran, senr., of Providence, in account current (and interest account to 6th June,) with Mauran and Bullus, Cr.," is a true account from the books of said Mauran and Bullus.

The defendant then to maintain the issue on his part, offered the testimony of his son Suchet Mauran; who after being duly sworn, testified that upon the return of his father, the said Joshua Mauran, from the city of New York, on or about the 8th day of September, 1836, he brought with him a bond binding him to pay the debts of Joshua Mauran, jr., that it was under seal, and was read by the witness, and was as the witness believes, in the handwriting of Mr. Bonney of the city or New York, as it was in the same handwriting of the articles of co-partnership between Mauran & Bullus, which were said to be written by said Bonney. That his father would not sign said bond, but sent on the letter of guaranty of the 9th September, in the lieu of it. Said bond remained among the loose papers of his father for some time, but after a diligent search for the same, it had and could not be found. That that bond obligated by its terms, his father to pay all the outstanding debts of Joshua Mauran, jr., to his creditors or to whoever might pay them.

The testimony here closed, and submitted to the jury, whereupon the counsel for the defendant prayed the court to instruct the jury.

1st. That said letter of guaranty of the defendant of the 9th September, contained no authority to the said Mauran & Bullus, to pay any part of the debts of the said Joshua Mauran, junr's. old concern; that if it authorized any payment of said debts by any person, it was by the said Edward Bullus alone, and that the said Edward Bullus could not recover said sum of five thousand four hundred and or any part thereof, inasmuch as he had paid no part thereof, the whole having been paid by the said Mauran & Bullas.

Which instruction the court refused to give as prayed for, on the contrary the court instructed the jury, that if from the evidence submitted to them, they were of opinion that at the time of signing said letter of guaranty, it was understood both by the plaintiff and the defendant, that the plaintiff was to be at liberty to pay the said debts of the said Joshua Mauran, jr., either out of his own private funds or out of the partnership funds of the firm of Mauran & Bullus, and in either case the plaintiff was to be entitled to indem-

nity, therefor, under and in virtue of the said letter of guaranty; and if they were of opinion from the facts in said case, that no funds whatsoever had been paid into the partnership by the said Mauran, jr., as a part of the capital stock thereof, and that all the capital stock had been paid by the said Bullus, and that he was and still remained a creditor of the firm, to the full amount of such capital stock, then the plaintiff was entitled to recover in the present suit, such sums of money as he had paid in discharge of the said debts of the Mauran, jr., either out of his own private funds, or out of the funds of the said firm of Mauran & Bullus, for which he had not otherwise received any indemnity.

2d. The said counsel for the defendant also prayed said court to instruct the jury that even if said letter had imposed upon said defendant any obligation to pay said debts, to the said Edward Bullus or to the said Mauran & Bullus, that the said Mauran & Bullus by assigning the uncollected debts due to the said Joshua Mauran, jr., to the said Robinson, their assignee, and placing them entirely beyond the control or agency and management of the defendant, had discharged the defendant from any liability which might originally have arisen from said letter of guaranty.

Which instruction said court refused to give, but the court instructed the jury on this point, that if they should find a verdict for the plaintiff, they ought to deduct from the amount of the plaintiff's claim in the writ, the full value of the debts of the said Mauran, jr., so assigned, and charge it against the claim against the plaintiff, and render a verdict in his favor for the balance only, after such deduction.

To which refusals of the court so to instruct the jury as prayed for by the counsel for the defendant, as also to the instructions so given by the court, the counsel for the defendant at the trial excepted, and prayed the court to allow his exceptions therefor, and thereupon the jury withdrew, and returned a verdict for the plaintiff for the sum of ———.

And, inasmuch, as the said several matters of law, and the said several matters of fact so produced and given in evidence on the part of the said plaintiff, and the said defendant, and by their counsel insisted on, and objected to in manner as aforesaid, do not appear by the record and verdict aforesaid, the said counsel for the defendant did then and there propose the aforesaid exception to the said refusals and opinions of said court, and requested them to put the seal of said court to this bill of exceptions containing the said several matters so produced and given in evidence, for the party objecting as aforesaid.

And thereupon, the judges of the aforesaid court, at the request of the counsel for the party objecting, did put their said seals to this bill of exceptions, the same being found to be true pursuant to

the law in such cases provided, at the term of said court, and the trial aforesaid.

JOSEPH STORY, [L. S.]
JOHN PITMAN. [L. S.]

Papers referred to in, and annexed to Bill of Exceptions.

Paper A.

Letter of Guaranty.

Joshua Mauran to Edward Bullus.

PROVIDENCE, *9th September*, 1836.

MR. EDWARD BULLUS:

Dear Sir: As you are about to form a connexion in the mercantile business in the city of New York, with my son, Joshua Mauran, Jr., under the firm of Mauran & Bullus.

And as the said J. Mauran, Jr., having been, and is at this time prosecuting mercantile business in that city, on his own account.

Now, therefore, in consideration of the same, and at the request of Joshua Mauran, Jr., I hereby agree to bear you harmless in regard to the closing up and settlement of the said Joshua Mauran, Jr's., former business.

And I hereby guarantee you against any loss or liability you may sustain from the former business of said Joshua Mauran, Jr.

Wishing the new firm the best of Heaven's blessings,

I remain,

Yours, respectfully,

JOSHUA MAURAN.

Endorsed:

MR. EDWARD BULLUS,
Care of J. Mauran, Jr., No. 68 South street, New York.

Paper B.

Articles of co-partnership between Joshua Mauran, Jr., and Edward Bullus:

Articles of co-partnership indented, made and concluded upon this 8th day of September, in the year of our Lord one thousand eight hundred and thirty six, between Joshua Mauran, of the city of New York, in the county and State of New York, merchant of the first part, and Edward Bullus, of the same city, of the second part, witness, that the said Joshua Mauran and Edward Bullus, the parties hereto, have joined, and by these presents do join themselves to be co-partners together in the trade and business of general shipping merchants, and of buying and selling merchandize

on their own account, and also on commission for the account of others, under the joint names and firm of "Mauran & Bullus," to commence on this 8th day of September instant, 1836, and to continue for the term of three years from thence next ensuing, and fully to be completed and ended. And to that end and purpose, the said party of the first part, has agreed to furnish, and doth hereby covenant, promise and agree to furnish and put in as capital stock, all such sum and sums of money from time to time as he, the said party of the first part, shall and may have remaining and belonging to him from and out of the mercantile business by him heretofore conducted and carried on, on his own individual account, upon the settling and closing up of the same, the amount of which he is now not able to state. And the said party of the second part, has agreed, and doth hereby covenant, promise and agree, to furnish and put in as capital stock on or before the said 8th day of September, the sum of from twenty-eight thousand dollars to thirty thousand dollars in cash. Which capital stock, so to be furnished and put in by the said parties respectively, is to be used, laid out and employed in common between them, the said parties, for the conducting and carrying on of their said joint trade and business, to their utmost benefit and advantage.

And it is hereby agreed by and between the said parties hereto, and they, the said co-partners, do, by these presents, each for himself, his executors and administrators, covenant, promise and agree to, and with the other of them, his executors, administrators, in manner and form following, that is to say: That they, the said co-partners, shall not nor will, at any time during the continuance of this copartnership, use, exercise or follow the said trade and business of general shipping merchants, or any other trade or business whatsoever, for the private or individual benefit or advantage of them or either of them, but shall and will, from time to time, and at all times during the said term (if they shall so long live) do their, and each of their best endeavors, to the utmost of their skill, power and ability, for their joint interest, profit and advantage, and truly employ, buy, sell and merchandize with the said capital stock, and the increase thereof, in their said joint trade and business, and for the mutual benefit of them, said "Mauran & Bullus."

And also, that they, said co-partners, shall and will, from time to time, and at all times hereafter during the said term, pay, bear and discharge out of the said capital stock and the increase thereof, the rent of the stores, warehouses, and all other premises which they, the said co-partners, shall rent or hire for the joint exercise and carrying on of the joint trade and business aforesaid, and all other costs, charges and expenses whatsoever attending the same, and all debts contracted in the prosecution thereof. And that they, and each of them, shall and will, by devoting his time and attention to the business of the said co-partnership, and otherwise use his best endeavors to diminish such costs and charges, and

to render the expenses of the copartnership concern as light as possible.

And also that all such gain, profit and increase as shall grow, arise or be received from, or by reason of the said joint trade or copartnership, shall be equally divided between them, the said copartners, share and share alike; and that all such loss as shall happen to be sustained by the said copartnership concern by bad debts, ill commodities or otherwise, without fraud or collusion, shall be paid and borne by them, the said copartners, in equal proportions, share and share alike.

And also that neither of the said copartners shall or will, in any one year during the continuance of the said copartnership, draw out of or take from the said concern and joint business, for his own private and individual use or benefit, any greater amount than may be necessary to bear and defray the reasonable private expenses of himself and his family; which amount taken out by the said party of the first part, shall not exceed in any one year, the sum of two thousand dollars; and the amount so taken out by the said party of the second part, for his private use as aforesaid, shall not in any one year exceed the sum of three thousand dollars.

And also that they, the said copartners or either of them, shall not, nor will during the said copartnership or term above mentioned, draw, endorse, make or execute any bill, bond, note, security, undertaking or engagement whatever, or loan, use or employ any money or monies belonging to the said joint concern, for the private or individual use, benefit, advantage or accommodation of them, or either of them, or for the use, benefit, advantage or accommodation of any other person or persons whomsoever, without the consent or agreement in writing of them, the said copartners, and each of them, for that purpose had and obtained.

And also that there shall be had and kept, from time to time, and at all times, during the said term of copartnership, perfect, just and true books of account, wherein each of said copartners shall duly enter and sit down as well all and every the sum and sums of money by them respectively received, paid, expended and laid out in or about the management and carrying on of said trade and business, as also all goods, wares, merchandize and commodities by them, or either of them, bought or sold by reason or means or upon account of the said copartnership, and all other matters and things whatsoever to the said joint trade and the mangement thereof, in any wise belonging or appertaining; which said books of account shall be used in common between the said copartners, so that each of them may, at all times, have free access thereto without any interruption of the other.

And also that they, the said copartners, once in each year during the said term, or oftener if need shall require, shall and will make, yield, and render, each to the other, or to the executors or administrators of each other, a true, just and perfect account to the best of their knowledge and ability, of all profits and income by them,

or either of them, made, and of all losses by them, or either of them sustained, and also of all payments, receipts, disbursements, and all other things whatsoever by them, or either of them, made, received, disbursed, acted, done or suffered in their copartnership and joint trade as aforesaid; and the account so made as aforesaid, shall and will clear, adjust and settle, and each of the said copartners shall thereupon be credited in his individual or stock account with the said copartnership concern, with his equal share or proportion of the profits so made as aforesaid, after deducting all and every the disbursements, costs, charges and expenses of the said joint trade and business.

And also that they, the said copartners, and each of them, shall be allowed and paid, and shall have and receive interest upon the amount of capital by them respectively advanced and paid in, at and after the rate of five per cent. per annum, to be computed from the time or times when their several amounts of capital were respectively paid in; which interest upon the yearly accounting of the said parties, pursuant to the covenant for that purpose hereinbefore contained, shall be credited to the said parties, and each of them, in their respective individual accounts with said concern, and shall thereupon, together with their several and respective shares of the profits arising from such joint trade and business, become part of the capital stock of them, said parties respectively, upon the amount of which such interest shall be subsequently computed up to the time of their next annual accounting pursuant to the said covenant.

And also, that at the end of said term of three years or other sooner determination of the said copartnership, they, the said copartners, each to the other, or in case of the death of either of them, the surviving partner to the executors or administrators of the party deceased, shall and will make, state and render a true, just, perfect and final account of all things as aforesaid, and in all things well and truly adjust and settle the same; and all the profits, gains and increase of the said copartnership, joint trade and business, shall thereon be equally divided between them, the said copartners, their executors or administrators, share and share alike. And that upon the making of such final account, all the capital stock which shall then have been invested in the said copartnership concern, and which shall appear to be remaining, whether consisting of moneys, goods, wares, merchandizes, commodities or debts, shall be divided between them, the said copartners, in proportion to the several amounts of capital by them respectively furnished and employed in the said copartnership, joint trade and business. And the said party of the first part doth hereby for himself, his executors and administrators, covenant, promise and agree to and with the said party of the second part, his executors and administrators, that he, the said party of the first part shall and will, within a reasonable time from the date hereof, settle and adjust and pay off and fully discharge all and every the debts now due or owing from or by

him, and all and every the responsibilities by him incurred in and about the carrying on of his said former business or otherwise howsoever, with and from other proper moneys of him said party of the first part, not put into said copartnership as and for capital stock or otherwise, nor in any manner arising from or out of the same; and shall and will, on or before the said eighth day of September instant, give to said party of the second part, satisfactory security for the performance of the last covenant. And also that until the former business of him said party of the first part shall be fully and entirely settled and closed, as well the said party of the second part, as he, the said party of the first part, shall at all reasonable hours and times, have free access to the books of account of him said party of the first part, relating to his said former business, and unrestricted liberty and opportunity to inspect and examine the same.

And it is further agreed and understood by and between the said parties, that the said party of the second part pledges and puts into the said joint concern for the use thereof, and for the payment of the debts, and the performance of the contracts and undertakings, made by or on behalf of the copartnership, the said sum of from twenty-eight thousand dollars to thirty thousand dollars to be by him paid in as capital stock as aforesaid, and no more. And that the said party of the second part has not, nor holds, or intends to hold any property whatever, which, upon any event, can be responsible or liable to be taken and applied in or towards the payment of debts contracted by the said copartnership concern, excepting said capital stock by him paid in. For the mutual understanding of the parties hereto, it is understood between them that their joint assent will be necessary before accepting any business on commission or advancing moneys thereon or engaging in any business on their own account; neither shall any shipments or purchases of merchandize or otherwise be made without the free and perfect consent of both parties.

In testimony whereof, the parties to these presents have hereunto set their respective hands and seals the day and year first above written.

Signed, } J. MAURAN, Jun., [L. S.]
EDWD. BULLUS, [L. S.]

Sealed and delivered in the presence of
B. W. Bonney,
Charles S. Roe.

Exhibit A, produced and testified to by the witnesses, B. W. Bonney and Joshua Mauran, Jun., on their examination before me, this 12th day of November, 1840.

Signed GEO. W. MORTON,
United States Commis.

Paper C.

Deposition of B. W. Bonney.

UNITED STATES OF AMERICA,
Southern District of New York, ss.

Be it remembered, that on this 12th day of November, in the year of our Lord one thousand eight hundred and forty, before me, George W. Morton, a commissioner duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit, under and by virtue of the act of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes, depending in the courts of the United States," personally appeared Benjamin W. Bonney, a witness for the plaintiff, in a civil suit of common law, jurisdiction was depending in the circuit court of the United States for the district of Rhode Island, first circuit, wherein Edward Bullus is plaintiff and Joshua Mauran is defendant. And the said Benjamin W. Bonney being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say:

That he resides in the city of New York, more than one hundred miles from Providence, Rhode Island, the place of trial, and is thirty years of age and upwards, and an attorney and counsellor at law practicing in the city of New York. That he is acquainted with Edward Bullus, the plaintiff in this suit, and with Joshua Mauran, Jr., now present. Witness has been employed as counsel for Mr. Edward Bullus in several matters, and was so employed to draw, and did draw articles of co-partnership between Mr. Edward Bullus and Joshua Mauran, Jr.

The annexed exhibit marked A, are the articles drawn by witness, and he saw them executed by the parties, and became a subscribing witness to their execution. The style of the firm was Mauran & Bullus. The firm went on and did business under that firm in the city of New York, after the execution of the articles of co-partnership.

Witness understood from both the partners that they failed in business, and that it was necessary to make an assignment of their estate and effects, and on application of Mr. Bullus, one of the firm, witness prepared the assignment now shewn to the witness, and marked Exhibit B., which was executed in witness' presence, and he became a subscribing witness thereto. It purports to be an assignment from Mauran & Bullus to Wm. H. Robinson.

He was also employed by Mr. Bullus to prepare another assignment, which is now shown to witness and marked Exhibit C, which was executed by Edward Bullus, in witness' presence, and witness became a subscribing witness thereto. That purports to be an assignment from Edward Bullus to Wm. H. Robinson.

Upon what data did you prepare the said articles of co-partnership between Joshua Mauran, Junr. and Edward Bullus?

I have nothing in writing to show the data on which those articles were prepared except the draft of the articles. My best recollection is that Mr. Bullus gave me instructions for drawing the articles of co-partnership. That I made the draft in the month of August, 1836, and gave it to Mr. Bullus for examination. The draft was afterwards returned to me with some alterations, and the blanks filled in in the handwriting of Mr. Bullus, as I believe.

They were then engrossed, the date of the 8th September, 1836, inserted and executed on that day or the day following, to the best of my recollection, and as appears in the charge made in my books.

Witness thinks there was a memorandum in writing submitted to him for the purpose of preparing the articles of co-partnership.

B. W. BONNEY.

Read to and subscribed by the witness, B. W. Bonney, on his examination before me, this 12th day of November, A. D. 1840.

GEO. W. MORTON,
U. S. Commissioner.

PAPER D—NO. 1.

Paper D., No. 1, (in the hand

Dr. Joshua Mauran, Jun., old concern, in account and interest

Date.			Amount.	mos.	ds.	Interest.
1836.						
Sep. 14	To cash paid him on ac. (in ac. cur.) in journal as paid him in settlement ac.		500 00	11	26	34 51
21	do cash do		500 00	11	19	33 89
22	do do do		2,000 00	11	18	135 23
29	do do do	$2,500 00				
"	do do do	35 00				
"	do do pd his note	391 50				
"	do do paid him	50 00				
			2,976 50	11	11	197 24
Oct. 1	do do do	15 00				
"	do do to pay notes	2,133 91				
"	do do to pay bill	6 20				
"	do do paid	68 07				
			2,223 18	11	10	146 98
3	do do to pay note	-	128 50	11	7	8 42
8	do do brokerage on fustic	15 50				
"	do do to pay H. Harris' draft	1,500 00				
"	do do paid	10 00				
			1,525 50	11	2	98 48
12	do do paid his note	133 00				
"	do do paid him	15 00				
"	do do paid his note	70 00				
"	do do paid C. Bucklin	138 95				
"	do do Edey, brokerage	17 81				
"	do do watching fustic	5 00				
"	do do to carrier advertising	20 00				
"	do do paid him	15 00				
"	do do bill of lighterage	19 40				
"	do do stevedore's bill	13 12				
"	do do paid J. Harris, credit to D. Wolf	3 50				
			797 28	10	28	50 85
	Carried over		$			$

writing of J. Mauran, Junr.)

account to 10th September, 1837, with Mauran & Bullus. Cr.

		Amount.	Time. mos. ds.	Interest.
1836.				
Sep. 25	By cash received 248 94			
"	" do do 85 00			
"	" do do 850 00			
"	" do do 356 18			
"	" do do 85 12			
		1,625 24	11 15	109 03
12	" balance due from Deblors & Co. - -	115 72	11 28	8 06
"	" John Dickson & Co.'s note, due 2d November	562 00	10 08	33 65
"	" Pope & Aspinwall's acceptance, due 30th Nov.	565 26	9 10	30 58
"	" D. & J. Hustace's note, due 13th December -	1,066 34	8 27	55 36
"	" Hetfield & Harknes's note, do 20th do -	413 63	8 20	20 91
"	" P. & Cobbs' do do 27th do - - -	274 86	8 13	13 52
"	" draft on Geo. Bucklin do 1st December -	1,826 68	9 9	99 08
"	" P. D. Collins' note due 9 January - -	682 24	8 1	31 94
Oct. 1	" cash received -	19 00	11 9	1 25
3	" expenses on storing cotton - - -	7 10	11 7	46
27	" balance due from S. Chapman - -	1,819 09	10 13	110 65
"	" do do do E. Norris -	44 25	10 13	2 69
"	" do do do W. Bellerly	99 05	10 13	6 03
Nov. 3	" return premium from insurance company -	125 00	10 17	7 46
11	" balance due from J. M. Church - -	50 00	9 29	2 91
"	" do due from C. S. Tomlinson, 31 August, 1836,	218 06	12 10	15 69
"	" do do do Judson & Hoppin, 17 May, 1836. -	133 27	15 23	12 33
	Carried over	$		$

Paper D, No. 1, (in the hand

Dr. Joshua Mauran, Jun., old concern, in account and interest

Date.			Amount.	mos. ds.	Interest,
1836.	Brought forward		$		$
Oct. 27	To cash paid E. Cheneque balance of account -		9 55	10 13	58
18	do paid Woolsey's bill -		806 11	10 22	50 43
24	do paid O. Mauran accommodation note	2,500 00			
"	do do adv'tising in Mercantile	15 50			
"	do do J. M. jr.	1 37			
			2,516 87	10 16	154 54
Nov. 1	do do his note for	238 00			
"	do do do	125 00			
"	do do sub. to Merc'l	14 34			
			377 34	10 9	22 67
7	do do rent of office	40 63			
"	do do Finch's passage	96 00			
			136 63	10 3	8 05
Nov 10	To pd. subscription to Spanish papers	64			
"	do do bond to U. S.	204 68			
			205 32	10 00	11 98
12	do do Chapman, dis. on exchange - -		33 00	9 28	1 91
14	do do bond to U. S.	947			
"	do do his note	352 80			
"	do do do do	841 25			
			2,141 05	9 26	123 08
22	do do bond to U. S.	803 51			
"	do do his note	500 00			
			1,303 51	9 18	73 00
Dec. 3	do do his ins. note	176 25			
"	expenses on draft	52 69			
			228 94	9 7	12 30
16	do do Whitlock's bill	125 08			
"	do do his note	703 10			
	Carried over		$		$

writing of J. Mauran, Jun.)

account to 10th September, 1838, with Maurin & Bullus. Cr.

		Account.	Time. mos. ds.	Interest.
	Brought forward	$		$
1836.				
Nov 12	By freight segars of N. Church - - -	4 75	9 28	26
"	" Nt. pds. brig William due 10 October, '36, -	1,231 37	11 09	79 01
11	" amt. debenture bond	832 00	9 29	48 31
14	" " dfts. received from A. Everett - -	812 73	9 26	46 68
Dec. 5	" remittance from J. Mauran - - -	3,074 45	9 5	164 34
1837.				
"	return premium from insurance company -	121 85	9 5	6 52
Jan. 16	" remittance from Providence - - -	3,900 00	7 24	177 20
Mar. 2	" amt. received for iron safe - - -	175 00	6 8	6 40
25	" cash from Mountfort	30 00	5 15	96
31	" amount received from J. Mauran, of Providence,	3,000 00	5 10	93 25
"	" do do Judson & Hoppin	95 31	5 10	2 96
Sep. 10	" balance at credit J. M. Jr. sales No. 1 -	323 80		
Sep. 10	By balance at credit J. M. Jr.. sales 2, - -	725 66		
"	do error in int., sales 2 -	1 75		
"	do int. account at debit	–	–	229 15
"	do balance at debit carried to new account -	2,044 84		
	Carried forward	$		$

Paper D, No. 1, (in the hand

Dr. Joshua Mauran, Jun., old concern, in account and interest

Date.			Amount.	mos. ds.	Interest.
	Brought forward		$		$
1832.					
Dec 16	To paid his note	1,075 00			
"	do do do	270 86			
"	do do do	362 50			
"	do do Woosley's bill	177 31			
			2,713 85	8 26	140 20
22	do do his note	1,075 00			
"	do do bill hardware	87 25			
"	do do his note	106 25			
			1,268 50	8 18	63 64
1837.					
Jan. 7	do do Mathew's brokerage		45 02	8 3	2 13
12	do do N. Church, short segars	14 74			
"	do do Wheeler, lawyer	14 06			
			28 80	7 28	1 30
25	do do his bond -		205 00	7 15	8 97
Feb. 4	do do do to United States		804 00	7 6	33 77
11	do do sub. to price current		66	6 29	03
Jun 13	do do O. Mauran, commission for use his note for J. M. Jr. - -		62 50	2 27	1 05
J'ly 15	do do W. H. Allen -		125 54	1 25	1 31
Sep. 10	do do amount due discount carried to account with M. & B. - -		154 67		
"	do do amount G. Bucklin's draft per contra, 12 Sep. '36, unpaid	1,826 68			
	Int. then credited	99 20			
			1,925 88		
	Carried forward		$		$

writing of J. Mauran, Jun.)

account to 10th September, 1838, with Mauran & Bullus. Cr.

	Amount.	Time. mos. ds.	Interest.
Brought forward	$		$

(Paper D. No. 1, (in the hand

Dr. Joshua Mauran, Jun., old concern, in account and interest

Date.		Amount.	mos. ds.	Interest.
	Brought forward	$		$
1837.				
Sep. 10	To paid exch. on Judson & Hoppin's draft 22 45			
"	do cash to com'r Ellsworth 25 00			
		47 45		
"	do balance of interest per contra	229 15		
		$26,020 30		$1,416 54
"	To amount of balance per contra in new account	2,044 84		

Entered in

Exd., C. J. B.

writing of J. Mauran, Jun.)

account to 10th September, 1838, with Mauran & Bullus. Cr.

	Amount.	Time. mos. ds.	Interest.
Brought forward			
	$26,020 30		$1,416 54

New York, 10th September, 1837.

journal, folios 168 and 169.

(Paper D. No. 1, (in the hand

Dr. Joshua Mauran, Jun., old concern, in account and interest

Date.		Amount.	mos. ds.	Interest.
	Brought forward	$		$
1837.				
Sep. 10	To paid exch. on Judson & Hoppin's draft 22 45			
"	do cash to com'r Ellsworth 25 00			
		47 45		
"	do balance of interest per contra	229 15		
		$26,020 30		$1,416 54
"	To amount of balance per contra in new account	2,044 84		

Entered in

Exd., C. J. B.

writing of J. Mauran, Jun.)

account to 10th September, 1838, with Mauran & Bullus. Cr.

	Amount.	Time. mos. ds.	Interest.
Brought forward			
	$26,020 30		$1,416 54

New York, 10th September, 1837.

journal, folios 168 and 169.

No.

Dr. J. Mauran, Jr., old concern, in account current and interest

Date.		Amonnt.	Time. mos. ds.	Interest.
1837.				
Sep. 10	To balance at debit this date, (as per No. 1, - - -	2,044 84	12	143 14
1837.				
Jan. 25	" balance at debit of schr. Adeline, pl. and int. thereon 92-100	22 21	19 16	2 53
Sep. 10	" invoice of medicines for Mr. Bellerly - - -	18 40	12	1 29
1836.				
Dec. 1	" cash paid Counsellor Patten	25 00	21 9	3 10
1837.				
Sep. 1	" Expenses on writing desks -	3 44	12 9	24
23	" E. Norris dft. expenses thereon	1 50	11 18	09
19	" cash to refund Kellogg fee to Commissioner Ellsworth -	25 00	11 22	1 71
Nov 11	" charges made by C. Richmond	7 25	10	42
22	" storage and insurance on desks	3 08	9 19	17
1838.				
Feb. 1	" cash paid Lawyer Patten in full	227 32	7 9	9 68
1837.				
Mar 31	" do returned J. Mauran, sen. (as credited in No. 1,) - -	3,000 00	17 10	303 33
1838.				
June 6	" S. Mauran account C. Bucklin	2 95	3 4	05
Sep. 10	" balance of interest account -	440 39		
		$5,821 38		465 75
" "	To balance due brought to new acc.	5,403 72		

N. B. No item has passed to either debit or credit of this account up to the 10th September, 1839, (which completed the 3 years to ded to balance $5,403 72, leaves indebted (n. a.) account 10 Septem

2.

account to September 10, 1838, with Mauran and Bullus. Cr.

Date.		Amount.	Time. mos. ds.	Interest.
1837.				
Sep 10	By nt. pds. 50 bales cotton shipped to Baltimore - - -	312 40	12	21 87
1838.				
Mar 20	" Wm. Finch, received -	105 26	5 21	3 49
Sep. 10	" balance of interest carried to debit - - - - -	–	–	440 39
" "	balance at debit carried to new acc.	5,403 72		
		$ 5,821 38		465 75

Entered journal folio 892.

NEW YORK, 10th September, 1838.

since the above. Hence it is to be debited for one year's interest, which the co-partnership was limited.) Interest 1 year $378 26, adber, 1839, $5,781 98–100.

Examined C. J. B.

Paper G.

Assignment.

Mauran and Bullus to W. H. Robinson.

This indenture made this ninth day of November, in the year of our Lord one thousand eight hundred and thirty-nine, between Joshua Mauran, jr. of the city of New York, in the county and State of New York, merchant, and Edward Bullus, of the same city of New York, merchant, late copartners trading in said city of New York, under the joint co-partnership names and firm of Mauran & Bullus, parties of the first part, and William H. Robinson, of the same city of New York, merchant, party of the second part. Whereas the said parties of the first part are justly indebted unto various individuals in different sums of money, which, by reason of losses and misfortunes in business, they are at present unable to pay; but which they are desirous to pay and secure to the utmost of their means and ability; and for that purpose are willing and desirous to assign and make over all their estate, property and effects.

Now, therefore, these presents witness that the said parties of the first part, in consideration of the premises, and for and in consideration of the sum of ten dollars to them in hand paid by the said party of the second part, at or before the unsealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred, set over, conveyed, and confirmed, and, by these presents, do grant, bargain, sell, assign, transfer, set over, convey, and confirm, unto the said party of the second part, his heirs, executors, administrators, and asssigns, forever, all the estate and property, debts, claims, demands, choses in action, and effects, belonging, or due, or owing to the said parties of the first part jointly, and as copartners, as aforesaid mentioned or referred to in the schedule hereunto annexed, marked "schedule No. 1," and all other estate and property, real and personal, goods, chattels, debts, claims, demands, choses in action, and effects of every nature, kind, and description whatsoever and wheresoever, of them, the said parties of the first part, jointly as copartners as aforesaid, or in any wise belonging or due, owing or coming to them, said parties of the first part, jointly as co-partners as aforesaid, to have and to hold the same unto the said party of the second part, his heirs, executors, administrators, and assigns, forever, in trust, nevertheless, and to and for the uses, intents, and purposes following, that is to say: in trust to sell, dispose of, and convey all the said estate and property, goods and chattels, and to collect, get in, and receive all the debts, claims, and demands, or to sell and dispose of such debts, claims, demands, and choses in action, as may be most for the interest and advantage of the persons interested therein under this assignment; and to appropriate, pay, and apply all the said estate, property, goods, chattels, debts, claims, demands, choses in action, and effects, and

all the proceeds thereof, in and to the payment and satisfaction of all the debts and sums of money due or owing from or by the said parties of the first part, jointly as copartners, as aforesaid, mentioned or referred to in the schedule hereto annexed, marked "schedule No. 2," and all other debts and sums of money due or owing from or by them, the said parties of the first part, jointly, as copartners as aforesaid, to any person or persons whomsoever; and in case the said estate, property, goods, chattels, debts, claims, demands, choses in action, and effects, and the proceeds thereof, shall be insufficient to pay and satisfy all the said debts and sums of money due or owing from or by said parties of the first part jointly as copartners as aforesaid in full; then and in that case, to appropropriate, pay, and apply all the said estate, property, goods, chattels, debts, claims, demands, choses in action, and effects hereby assigned, and the proceeds thereof, in and towards the payment and satisfaction of all the said debts, and sums of money due and owing from or by the said parties of the first part, jointly, as copartners as aforesaid in equal proportions according to the amounts of such debts and sums of money respectively. And the said parties of the first part for the consideration aforesaid, and the better to enable the said party of the second part to carry this assignment into effect, have made, constituted and appointed, and by these presents do make, constitute and appoint the said party of the second part the true and lawful attorney irrevocable of them the said parties of the first part, and each of them in the names or name of the said parties of the first part, or of either of them or otherwise, to take all lawful ways and means, by suit, attachment or otherwise, howsoever, to collect, get in and receive the debts, claims and demands hereby assigned, and each and every of them; also to make, sign, seal, execute and deliver all and every such deeds, conveyances, releases, receipts and instruments in writing as may be necessary or proper; and generally with full power and authority to do and perform every act, matter and thing needful and necessary or proper to be done in or about the premises as fully and effectually to all intents and purposes as the said parties of the first part or either of them might or could do if personally present and if these presents had not been made.

In witness whereof the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

J. MAURAN, Jr. [L. S.]
EDWD. BULLUS, [L. S.[

Signed, sealed and delivered in the presence of
B. W. Bonney,
Chas. S. Roe.

Exhibit B produced and testified to by the witnesses B. W. Barney and Joshua Mauran, Jr. on their examination before me this 12th day of November, 1840.

GEO. W. MORTON,
U. S. Commissioner.

SCHEDULE NO. 1.

Schedule of the estate, property, goods, chattels, debts, claims, demands, choses in action, and effects of Mauran & Bullus in the annexed indenture mentioned or referred to, and thereby assigned, or intended so to be.

The amounts due to Mauran & Bullus from the following persons, viz:

Debtors' Names.	Amounts.
Joshua Mauran	5,403 72
Joseph Croskey	77
Deblois & Co	124 74
L. Bellerby	5 00
Benjamin Howard	5 00
Benjamin D. Potter	2 50
Wychoff, Webb & Day	100 42
Shoemaker & Traub	2,866 91
James Knox	25 31
Thomas L. Mitchell	6 25
H. D. Forbes	265 81
J. A. Toledo	16 25
A. H. Seabury & Brother	5 83
Ward Caving	3 62
H. Manahan	14 10
Ellis & Foster	23 58
S. N. Bishop	150 00
William Young	169 39
Henry Connig	4,820 93
William Brayton	36 00
Isaac Arnold, payable in stocks of the Georgia Lumber Company	3,000 00
Coit & Co., of New Orleans	200 00
E. J. Wood	803 78
Whitmarsh & Bullus, judgment in New York superior court. Docketed 4th December, 1837	1,847 38
William H. Whitmarsh, judgment in New York superior court. Docketed 4th December, 1837	1,714 59
Epenetus Kellogg, judgment in New York superior court. Docketed 11th December, 1837	750 00
Stephen Hendrickson, judgment in New York supreme court. Docketed 7th January, 1839	378 67
Walter M. Oddie, judgment in New York supreme court. Docketed 27th April, 1839, for $882 73, less $50, paid on account of costs	832 73

Sundry shipments of cotton made by Mauran & Bullus particularly mentioned in the "Account of Shipments of Cotton," hereto annexed. The balances of the amounts of invoices of said shipments, over and above the amount of bills drawn against the same, are as follows:

100 bales shipped, per Sheffield, to Liverpool	-		18	30
66 " Sheridan "	-	-	1,295	00
112 " Garrick "	-	-	2,186	38
133 " Iowa, Havre	-	-	1,755	48
753 " from New Orleans to Liverpool	-		11,978	86
62 " " "	-		402	21
40 " " "	-		478	92
390 " " "	-		3,257	11
103 " " "	-		1,268	00
121 " " "	-		2,255	02
156 " " "	-		2,746	31
108 " " "	-		2,300	25
257 " per Roscoe "	-		4,609	92
129 " Europe "	-		1,625	48
90 " N. Biddle "	-		1,645	52
222 " St. Lawrence "	-		2,895	50
196 " Columbus "	-		2,416	09
55 " Republic "	-		1,140	45
130 " Cambridge "	-		100	00
Merchandize shipped to Port au Platt	-	-	300	00
Invoice of writing desks at Mobile	-	-	150	00
240 acres of land in Florida, conveyed to Joshua Mauran, Jr., but belonging to Mauran & Bullus			2,880	00
Estate and interest in a farm on Long Island, purchased at sheriff's sale, under a judgment received from a debtor of Whitmarsh and Bullus				
4 lots of land at Elizabethport, New Jersey, purchased at sheriff's sale, under a judgment against a debtor of Whitmarsh & Bullus				
The following demands, due originally to Joshua Mauran, Jr., now belonging to Mauran & Bullus:				
Jno. Ordronam	-	-	4,825	60
Geo. Bucklin	-	-	2,209	46
Joseph Harris	-	-	3,033	00
Isaac Collins, or brig Splendid and owners	-	-	1,024	00
Samuel A. Hammett	-	-	504	00
Jno. H. Purdy	-	-	462	08
A. S. Higgins	-	-	280	00
Francis C. Jenckes	-	-	180	81

All other estate and property, real and personal, goods, chattels, debts, claims, demands, choses in action, and effects of every nature, kind, and description, whatsoever and wheresoever, of the said

JoshuaM auran, Jr., and Edward Bullus, jointly, as copartners, under the joint names and firm of Mauran & Bullus, or in any wise belonging, due, owing, or coming to them jointly as such co-partners.

Signed, J. MAURAN, JR.
EDW'D BULLUS.

Witness.—Signed,
B. W. BONNEY,
CHAS. S. ROE.
Dated New York, 9th November, 1839.

Paper G—Continued.

Exhibit B testified to by the witness, Joshua Mauran, jr., on his examination before me, this 12th day of November, 1840.

GEO. W. MORTON, *U. S. Commissioner.*

Account of shipments of Cotton.

No. of bales.	Amount of Invoice.	Vessel.	Place of shipment.	Consignees.
100	$5,001 28	Sheffield.	Liverpool.	Brown, Shipley & Co.
66	4,443 07	Sheridan.	do	Do.
112	8,738 47	Garrick.	do	Do.
133	10,406 74	Iowa.	Havre.	Petray Veil, & Co.
753	42,388 97	U. States and Lady Fox.	Liverpool.	Wildes, Pickersgill & Co.
62	5,104 85	Resolution.	do	John Turner.
40	2,923 60	General Washington.	do	F. de Lizardi & Co.
390	23,993 38	Hy. Bliss.	do	Molyneux Wetherly & Co.
103	5,877 31	Shakspeare.	do	Brown, Shipley & Co.
121	8,663 70	Orpheus.	do	H. Mure & Co.
156	10,998 13	Independence.	do	Baring Brothers & Co.
108	7,945 93	Troy.	do	Do
257	21,003 17	Roscoe.	do	Brown, Shipley & Co.
90	6,692 48	N. Biddle.	do	Wildes, Pickersgill & Co.
129	10,763 14	Europe.	do	Baring, Brothers & Co.

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Signed, J. MAURAN, JR.
EDW'D BULLUS.

Witness.—Signed,
B. W. BONNEY,
CHAS. S. ROE.
Dated New York, 9th November, 1839.

Paper G—Continued.

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156	10,998 13	Independence.	do	Baring Brothers & Co.
108	7,945 93	Troy.	do	Do
257	21,003 17	Roscoe.	do	Brown, Shipley & Co.
90	6,692 48	N. Biddle.	do	Wildes, Pickersgill & Co.
129	10,763 14	Europe.	do	Baring, Brothers & Co.

Paper G—Continued.

222	16,050 72	St. Lawrence.	Liverpool.	Brown, Shipley & Co.
196	10,968 83	Columbus.	do	Baring, Brothers & Co.
55	3,945 31	Republic.	do	Ditto.
130	9,944 93	Cambridge.	do	Wildes, Pickersgill & Co.
3,223	$215,854 01			

Dated New York, 9th November, 1839.

Signed J. MAURAN, Jr.
EDWD. BULLUS.

Witness:

Signed B. W. Bonney,
Chas. S. Roe.

Paper G—Continued.

SCHEDULE NO. 2.

Schedule of debts due or owing by Mauran & Bullus, mentioned or referred to in the annexed indenture, and to be paid with, and out of the estate, property, and effects thereby assigned and the proceeds thereof.

Names of Creditors.	Amounts.
William H. Allen	$792 50
N. Church	100 00
Owners Griffith farm	328 15
O. Mauran	833 76
Wm. Church	4,494 21
Geo. Bucklin	3,800 00
Charles S. Tomlinson	5,600 00
James A. Knowles	98 50
Charles F. Matlock	2 70
Samuel Chapman	244 97
J. M. Guemnoe	1,160 29
P. A. Chazal	42 56
James B. Ames	10,587 85
J. R. Knox	7,507 32
Baner, Bayley & Co.	6,025 63
Oscar Bullus	80 11
S. Mauran, 2d	687 75
Jackson Insurance Company	291 70
American Insurance Company	106 17
New York Insurance Company	928 02
S. T. Tisdale & Co.	1,250 50
E. Stevens & Sons	1,155 00
H. Anchincloss & Sons	2,893 50
William Colgate & Son	226 49
Drake, Brothers & Co.	5,135 20
Padelford, Fay & Co.	2,322 90
Bells & Co.	100 00
Hottinguer & Co.	224 75
Hettletus Blake & Simonson	68 85
E. D. Hurlbut & Co.	1,745 50
Pratt & Bun	71 24
Bonne & Co.	41 06
Bonds to United States	4,884 17
Charle J. Bullus	159 89
John Turner	1,188 34

All bills of exchange accepted, drawn or endorsed by Mauran & Bullus, for the purchase of cotton, or against the proceeds of cotton shipped to Europe or otherwise.

All other debts and sums of money due or owing by Mauran & Bullus jointly.

Dated New York, 9th November, 1839.

Signed J. MAURAN, Jr.
EDWD. BULLUS.

Witness:
Signed B. W. Bonney,
Chas. S. Roe.

PAPER H.

Paper

Dr. Messrs. Mauran & Bullus in account current

1837.			
April 28	For amount of inward freight of Bark from Liverpool, collected by them as per their account current - - -		$2,687 94
" "	Cash paid them on account March 31st, 1837, proceeds of sales of bill of exchange on London for account said Bark -		3,400 00
May 4	Insurance on freight and cargo on said Bark outward, charged in their account, the same being insured in this city	27 52	
	Commissions on the same -	70	28 22
May 31	This account balanced, and the amount carried to credit of their account with Joshua Mauran - - - -		35 17
			$6,151 33

H.

with Barque Cyrus Butler and Owners, Cr.

1837.			
April	1	By cash received from them on account -	400 00
	17	By cash received from them on account -	2,200 00
	27	By amount of invoice of hay shipped per said Bark - - - -	1,770 77
May	3	By amount disbursements of said Bark in New York - - - -	1,655 04
	3	By commissions for collecting freight of said Bark - - - - -	57 99
	31	By amount of Packard's bill ship chandlery, omitted in making up bill disbursements	67 53
			$6,151 33

E. E.—Providence, May 31st, 1837.

JOSHUA MAURAN, by
S. MAURAN, 2d.

Paper

Dr. Messrs. Mauran & Bullus in

1837.				
Oct. 23	To cash remitted them this day	-	-	350 00
1838.				
May 12	To cash remitted them, check on New York, this day, for	-	1,481 49	
12	Add 1 1-4 per cent. exchange on same	-	18 51	
				1,500 00
June 5	To cash collected of McDonald & McPherson, Oct. 23d, 1837, as per their account current rendered June 6th, 1838	-		34 00
11	To S. Mauran, 2d, order on yourselves, sent you this day to pay the balance of your account against me	-	-	158 44
				$2,042 44

E. E.

I.

account current with Joshua Mauran, Cr.

1837.		
Mar. 13	By cash paid Pengnet's bill for Edward -	16 94
April 1	By 4 boxes cigars containing 2,000 -	20 00
26	By cash received from Tristam Burges for amount lent his son - - -	50 00
May 30	By balance of their account with bark Cyrus Butler, brought into this account -	35 17
Nov. 7	By check on Boston received from them -	225 00
1838.		
May 31	By cash from Martin Stoddard, for sales of 36 bales of cotton for their account -	1,552 48
June 5	By sundry bills paid for Edward, as per their account current this day rendered -	112 62
	By overcharged on 2,000 cigars - -	4 00
	By commissions charged for selling 2 bills of exchange on London, Oct. 19, 1836 -	15 61
	By omnibus hire to alms-house for brig Charles Joseph - - - -	25
	By balance of interest in their favor, as per their account this day rendered - -	10 37
		$2,042 44

Providence, June 11th, 1838.

JOSHUA MAURAN, by
S. MAURAN, 2d.

Paper

Dr. Barque Cyrus Butler & Owners in

1837.			
May	3	To balance due from bark Cyrus Butler & Owners - - - - -	835 17
April	1	To cash paid him, J. Mauran, on account -	400 00
	17	" " " " -	2,200 00
			$3,435 17
May	3	To balance in favor M. & Bullus this day -	35 17

J.

account current with Mauran & Bullus. Cr.

1837.

Mar. 31, By cash received from him on ac't barque Cyrus Butler - - - - - $3,400 00

By balance in favor M. & Bullus, to ac't - 35 17

$3,435 17

E. E.

New York, May 3, 1837.

MAURAN & BULLUS.

Paper not referred to.

Dr. Mr. Joshua Mauran, Jr., in account

1836.			
Sept. 10	To balance of old account in my favor, due this day, as per account this day rendered		5,647 85
14	To cash paid O. Mauran, Jr., as per your order - - - - -		20 00
28	To cash your acceptance to N. Church -		2,500 00
Oct. 28	To cash your order in favor of Benj. Granger		76 43
Nov. 22	Remitted you, in exchange, bank check on a bank in New York - - -		3,074 45
1837.			
Jan. 9.	Remitted you bank check on Mechanics' Bank, New York - - -		3,900 00
12	To balance of interest in my favor in your account current this day rendered -		37 92
			$15,256 65
1837.			
Jan. 12	To balance of old account in my favor due this day - - - - -		7,665 90
1838.			
Jan. 26	To his note on demand, dated Sept. 10, 1836, this day given up, for - -		5,000 00
	To interest on the note of $5,000, to Jan'y 1st, 1838 - - - -		457 92
	To interest on $7,665 90, to Jan'y 1st, 1838		524 70
			$13,648 52

E.E.

854

current and interest to Jan. 12, 1837, with Joshua Muran. Cr.

1836.		
Sep. 10, By his note on demand from date this day given for - - - - - -	$5,000	00
21, By cash paid Pengnet's bill for Edw'd -	90	75
27, By John Ward & Co's. draft at 3 d's sight on Dana, Fenns & Henshaw, Boston, to pay N. Church's draft for - - -	2,500	00
1837.		
Jan. 12, By balance of this ac't due January 9, '37 carried to debt in new account - -	7,665	90
	$15,256	65
1838.		
Feb. 10, By his note for balance of ac't on demand from January 1, 1838 - - - -	$13,648	52
	$13,648	52

Providence, February 10, 1838.

JOSHUA MAURAN.
By S. MAURAN, 2d.

No. 1.—

Dr. J. Muran, Jr. private account in account

To cash at sundry dates received throughout the year from 31st October, 1836, to 10th September, 1837, with interest - $2,319 51

Dr. Edward Bullus stock ac't in ac't current

1837.

Sep. 10, To amount at debt of E. B's. private ac't being various sums rec'd from 31st October, 1836, to date with interest - - - - $3,083 41

To balance from E. B's. stock ac't in new ac't 26,612 45

$29,695 86

N. B. J. Mauran's stock account (as nothing was contributed above amount of his private expenses, the same as E. B's. In this 1839, May 29, E. Bullus stock account was further credited the firm for same sum ———, and which were not liable therefor

Paper E.

Paper E.

current with Mauran & Bullus. Cr.

New York, 10th September, 1837.
Entered journal, folios 168 and 169.

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and interest account at 5 per cent. with Mauran & Bullus. Cr.

By cash deposited at sundry dates from 10th September, 1836, to 15th April, 1837, with interest at 5 per cent. - $29,695 86
Viz:

1836, Sep.	10,	Cash - - -	$500 00
	21,	do - - -	500 00
	22,	do - - -	2,000 00
	27,29,	do - - -	2,000 00
Oct.	1,	do - - -	7,050 00
	7,	do - - -	600 00
	18,	do - - -	1,000 00
	22.	do - - -	5,200 00
	28,29,	do - - -	4,060 40
Nov.	3,	do - - -	1,000 00
	4,5,	do - - -	629 50
	8,18,	do - - -	2,060 00
1837, Jan.	13,27,	do - - -	1,800 00
Ap.	15,	do - - -	33 40
Sep.	10,	Interest on respective amt's -	1,262 56
			$26,695 86.

New York, 10th September, 1837.
Entered journal, folios 168 and 169.

towards it) became debted on the 10th September, 1837, with the manner the private accounts of both parties were annually closed. $3,500, for the application of private funds to extinguish a loan to by the articles of copartnership, but became liable by reason of insolvency. Examined, C. J. B.

No. 2. Paper

Dr. J. Mauran, Jr. private aacount

1838.		
Sep. 10,	To sundry sums received from 10th October, 1837, to date, with interest on respective amounts - - - - -	$2,418 98
1839.		
Oct. 15,	To sundry sums received from 10th September, 1838, to date (without interest) - -	1,634 97

N. B. No stock account as noticed in No. 1, but again debited with the above.

No.

Dr. Edward Bullus private account in account

1838.		
Sep. 10,	To balance of this account to date being for various sums received the past year with interest - - - - -	4,366 08
1839.		
May 2,	To cash received to date since 10th September, 1838, without interest - -	3,905 92

Examined C. J. B.

Continued.

current, with Mauran & Bullus Cr.

Entered journal fo. 293 and

New York, 10 September, 1838.

2—Continued.

current with Mauran & Bullus Cr.

Sept. 10 By balance at debit carried to the debit of E. B's stock account - - - - $4,366 08

Entered journal fo. 292

New York, 10 September, 1838.

Balance as above - - - - 3,905 92

Entered journal fo.

Paper

Dr. Mr. Joshua Mauran jr. stock account, in account

1837.			
Sept.	10	For balance appearing against me on closing last years business - - -	2,319 51
1838.			
Sept.	10	For balance appearing against me on closing last year's business - - -	2,418 98
	10	For interest on 2,219 51, from September 10, 1837, to date - - - -	162 37

The above account representing to debit $4,900 86-100 (forty- (twelve thousand five hundred and eighteen 95-100 dollars,) is a ran & Bullus now in my possession.

F.

current with Messrs. Mauran & Bullus. Cr.

1839.

Nov. 1 By sundry claims due J. Mauran jr's. old concern, transferred from books of J. Mauran jr. to co-partnership books, the same not yet settled, viz :

Due from	John Ordronan	sale of sugars		4,825 60
"	" George Bricklin	balance of act.	-	3,033 00
"	" Joseph Harris	"	" -	2,209 46
"	" Isaac Collins	"	" -	1,024 00
"	" Samuel A. Hammett		" -	504 00
"	" John H. Purdy	"	" -	462 08
"	" A. S. Higgins	"	" -	280 00
"	" Francis C. Junks	"	" -	180 81

New York, *October* 5, 1540.

nine hundred and 86-100 dollars,) and at credit $12,518 95-100 true copy of said account from the ledger of the late firm of Mau-

W. H. ROBINSON,
Assignee of Mauran & Bullas.

Paper

Dr. Mr. J. Mauran Jr. of Providence in account current (and

Date.		Amount.	Time. mo. ds,	Inter't.
1836,				
Oct. 29	To paid dentist's bill - -	13 00	19 8	1 46
" "	To one commission on sales £1298 sterling, amounting in account rendered to 6 243 60-100 at 1-4 per ct. - - - -	15 61	19 12	1 81
Dec. 17	To cash paid Bros. Penquets bill of schooling son Edward - -	33 87	17 20	3 50
1837.				
Jany. 19	To cash paid Hatfield and Pierson's bill for son Edward - -	7 00	16 17	68
M'ch 13	To cash paid to Edward going to Providence - - -	1 00	14 23	1 55
" "	To cash for ditto schooling -	16 94		
April 26	To cash collected of T. Burgess in Providence - - -	50 00	13 10	4 47
24	To paid bill for boots account son Edward - - -	7 50		
May 16	To paid Brundage tailors bill for do	50 25	12 20	3 71
" "	To four 1-2 boxes segars at 12 per cent on 1st April . -	24 00	14 5	1 98
Sept. 10	To stage hire to Bellevue Alms house ac. passengers per Chas. Joseph	25	8 26	01
Nov. 7	To remittance draft on Boston for	225 00	6 29	9 13
" "	To balance at debit of account with Cyrus Butler due 1st May last -	35 17	13 05	2 70
1838. May 30	To Nt. pds. sales by Martin Stoddard for account this day of 36 bales of cotton $1552 48			
" "	To less advanced by you on 16th per remittance on 17th 1500 00	52 48	6	6
	To balance of interest per contra.	14 45		
June 6		$546 52		31 06
" "	To old account for balance due M. & B.	$158 44		

K.

interest account to 6th June,) with Mauran & Bullus. Cr.

Date.		Amount.	Time. mos. ds.	Interest.
1837				
Oct. 23	By remittance in bank check -	350 00	7 13	15 16
" 25	By balance of passage money due from McDonald McPherson as per station of first captain -	34 00	7 11	1 45
1838.				
May 30	By interest for 14 days from 16th instant on remittance per contra of $1,500 received 17th -	4 08	6	
June 6	By balance of interest. act at debit			14 45
" "	By new account for bal. this date -	158 44		
		$546 52		31 06

E. E.

New York, 6*th June*, 1838.
MAURAN & BULLUS.

Petition for Writ of Error.

RHODE ISLAND DISTRICT, *sc.*

Circuit Court of the United States, in the case Edward Bullus vs. Joshua Mauran, to the Hon. John Pitman, Judge of the United States for said Rhode Island District.

The said Joshua Mauran respectfully represents, that at the last November term of said circuit court, judgment was rendered against him in favor of the plaintiff in said cause, upon the verdict of the jury thereon. That the said defendant excepted to the charge of the court to the jury, as fully appears in the bill of exceptions filed in said cause. Whereupon, he prays that a writ of error may be allowed in said cause, returnable to the next term of the Supreme Court of the United States, holden at the city of Washington, on the second Monday of January, A. D. 1841.

JOSHUA MAURAN, by
WHIPPLE & RIVERS,
His Attornies.

I acknowledge notice of the within.

CHARLES F. TILLINGHAST,
Plaintiff's Attorney.

January 16, 1841.

Let the writ of error issue as is within prayed for, the defendant filing a sufficient bond in the penal sum of five hundred dollars, with the usual condition for the prosecution of the said writ of error, and the payment of costs; said bond to be filed when the citation is signed by one of the judges of the said circuit court, agreeably to the statute in such case provided.

JOHN PITMAN,
District Judge.

To the CLERK OF THE CIRCUIT COURT U. S.
For Rhode Island District.

Bond.

Know all men by these presents, that we, Joshua Mauran, of Providence, in the county of Providence, in the Rhode Island district, merchant, as principal, and Suchet Mauran, 2d, of said Providence, in the county and State aforesaid, as surety, are held and firmly bound unto Edward Bullus, of the city, county, and State of New York, in the sum of five hundred dollars, to be paid to the said Edward Bullus, his executors, administrators, and assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated at Providence,

the sixteenth day of January, in the year of our Lord one thousand eight hundred and forty-one.

The condition of this obligation is such, that, whereas the said Joshua Mauran has prayed for a writ of error to carry up to the Supreme Court of the United States a certain cause which was determined at the circuit court of the United States for the Rhode Island district, holden at said Providence on the sixteenth day of November last; now, if the said Joshua Mauran, the defendant in said case, shall prosecute said writ of error to effect before said Supreme Court of the United States, or, in default thereof, shall pay all costs that he shall be adjudged to pay in the premises; then this obligation to be void.

JOSHUA MAURAN, [L. S.]
SUCHET MAURAN, 2d, [L. S.]

Signed, sealed, and delivered, in presence of us,
EDWARD C. MAURAN.

Approved, JOHN PITMAN,
Dist. Judge U. S. for Rhode Island Dist.
January 20, 1841.

And afterwards, to wit, on the nineteenth day of January, in the year of our Lord one thousand eight hundred and forty-one, the aforesaid Joshua Mauran, by his attornies aforesaid, produced to the said circuit court here the writ of the United States of America, for the correcting of errors of and upon the premises commanding the record and proceedings of the judgment aforesaid so aforesaid rendered, with all things concerning the same, to be transmitted to the Supreme Court of the United States, holden at the city of Washington, on the second Monday in January, inst.; which said original writ of error is in the words and of the tenor following, and is hereto annexed.

UNITED STATES, *sc.*

The President of the United States of America to the Judges of the Circuit Court of said United States within and for the Rhode Island District, greeting:

Because, that in the record and process, and also in the rendering of judgment, in a suit before you, or some of you, between Edward Bullus, of the city and State of New York, a citizen of the State of New York, plaintiff, and Joshua Mauran, of Providence, in said Rhode Island district, merchant, a citizen of the State of Rhode Island and Providence Plantations, defendant, in an action of the case, a manifest error has intervened to the great damage of the said defendant, as has in his complaint been stated; and it is just and proper that the error, if any there be, should be corrected in due manner, and that full and speedy justice should be done to the parties aforesaid in this behalf.

You are hereby commanded, that if judgment thereof be given, then, under your seal, you do, distinctly and openly, send the record and process, in the suit aforesaid, with all things concerning them, and this writ, so that you have the same before the Chief Justice and the Associate Justices of the Supreme Court of the United States, on the second Monday of January instant, at Washington, being the present seat of the National Government, that the record and process aforesaid being inspected, they may cause to be done thereupon what of right ought to be done.

Witness the Honorable Roger B. Taney, our Chief Justice [L. S.] of the Supreme Court, this nineteenth day of January, in the year of our Lord one thousand eight hundred and forty-one, and of the Independence of the United States, the sixty-fifth.

JOHN T. PITMAN,
Clerk Circuit Court.

Allowed JOHN PITMAN,
Dist. Judge U. S., R. I. Dist.

January 20, 1841.

RHODE ISLAND DISTRICT, *sc.*

The United States of America to Edward Bullus, greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States, holden at the city of Washington, on the second Monday in January inst., pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the first circuit, in and for the Rhode Island district, wherein Joshua Mauran is plaintiff in error, and you, the said Edward Bullus, are defendant in error, to show cause, if any there be, why the judgment rendered against the said Joshua Mauran, in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

[L. S.] Witness my hand and seal, this twenty-second day of January, A. D. one thousand eight hundred and forty-one.

JOHN PITMAN,
Dist. Judge U. S. for R. I. Dist.

UNITED STATES OF AMERICA,
Rhode Island District, sc.

PROVIDENCE, *January 27th*, 1841.

This day, made service of the within citation, by delivering in hands of Charles F. Tillinghast, Esq., attorney on the record to Edward Bullus, the said Edward Bullus being not by me to be found in my district, all which as commanded.

BURRINGTON ANTHONY,
U. S. Marshal.

860

Fees—service	$4 00
Copy	50
Travel	10
	$4 60

RHODE ISLAND DISTRICT, *ss.*

CLERK'S OFFICE, CIRCUIT COURT,
At Providence, Jan. 26, *A. D.* 1841.

I, John T. Pitman, clerk of said court, do hereby certify that the preceding seventy-nine pages contain a true transcript of the record and the proceedings in the case, Edward Bullus vs. Joshua Mauran, now on file in this office, duly compared by me.

In testimony whereof, I have hereto set my hand, and [L. S.] affixed the seal of said court on the day and year above written.

JOHN T. PITMAN, *Clerk.*